

## Amendment 161 Contract No. 229944

### To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 161 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 18<sup>th</sup> day of August, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor to perform the work necessary modify the Community Transit (CT) Driver Display Unit (DDU) software to with a solution to ensure that the TSP tag is displayed. This work is performed per Change Request 002693 *CT DDU Ignore Zero Bus Number v2.0*.
- C. The Parties agree that the Work necessary to perform the work will be compensated as follows.

## Agreement

### Section 1.0 Description of Work

1.1 The Contractor will perform the work to modify the DDU McCain application (CT only) to not update the Bus Number in the active cradle if a zero Bus Number is received from the McCain Interface Unit. The Contractor will perform verification testing as follows:

(a) Install McCain Interface Units and Tags in Perth and Seattle test beds. Community Transit will provide the Contractor with two (2) McCain Interface Units and Tags per the Contractor's requirements as described in CR-002693.

(b) Perform verification tests.

### Section 2.0 Schedule

2.1 The Contractor will complete this work in Maintenance Release 16.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

### Section 3.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

## VI. IMPLEMENTATION

### SPECIAL PROGRAMS

<b>LUMP SUM COST</b>
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To perform the necessary work for Community Transit to modify its DDU McCain Application.	\$3,033
<b>TOTAL</b>	<b>\$3,033</b>

#### Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Sixty-one shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

#### ERG Transit Systems (USA) Inc.

By: Michael Cook

Its: ERG

Date: 8-17-11

#### The Agencies

By: Cardace Carlson

Their: Operations Manager

On behalf of the Agencies

Date: August 18, 2011